

To: Federal Communications Commission
445 12th St.
Washington D.C. SW
20554

From: Mrs. Ruth Baker, President
Lease Access Producers Association (LAPA)

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Please send all responses to officials listed above.

Mr. Harold Pritchett, Researcher
August 19, 2010

Subject: Comcast and NBC Merger

The mission of the Leased Access Producers Association (LAPA) is to preserve and secure for the community at large (constituents, tax payers, and subscribers) the most access to all communication systems to which we are entitled, starting with preserving and upgrading Live Leased Access Television (Channel 28 and 190), establishing the P.E.G. channels, securing WAMS weather and traffic channel to be converted to community radio and establish oversight, regulations, and caps on all corporations that use our public right of way. To this end, we wish to work in partnership with FCC, city, state, and federal government corporations, social, civic and community organizations, businesses, houses of worship, and all people in general. However, we adamantly oppose the merger between Comcast and NBC. As this document will point out, Comcast has blatantly and openly refused to follow and obey even the most fundamental and insignificant parts of a lengthy Franchise Agreement Contract. It would be criminal to allow them any additional power to remove the remaining civil rights of the most important community in the history of the United States. This community's work is unusual and far

beyond what is normally performed by communities with all types of support from Comcast.

In a letter from Mr. Normal Griffiths, President of Wilmington City Council dated April 9, he explains "Once the parties appear to be settled around the various issues related to the renewal, the public, including LAPA, will be informed of the proposed Franchise Agreement prior to final action by City Council. At that time, a formal Cable, Video and Television Commission meeting will be scheduled to comment on the proposed document, and LAPA as well as the general public will have the opportunity at to be heard. This is consistent with our process in providing the community with the chance to comment."

Our complaints and concerns centers on the serious breach of contract by Comcast which is escalating and promising to force us off of the air before any meeting proposed by the City of Wilmington could be held.

After experiencing the Comcast performance of that Contract it would be a serious flaw for us to not present evidence and guide post to insure that this new contract conform to fundamental fairness and FCC rules and regulations. We therefore insist that both Comcast and the Communications Commission review this information and conform to its mandates.

The FCC has ruled that there must be fairness in allowing the public to know what you are doing (transparency). Even in the Federal Communications Fact Sheet it states: "If the franchise authority does require PEG channels, that requirement will be set out in the franchise agreement between the franchising authority and the cable operator)". It is in the community interest to set out all aspects and decision about PEG and any and all lease access tentative agreements prior to the final community meeting. In the interest of fairness it would be open for LAPA or the community to file a prepared tentative document a few days to a week prior to the final meeting were the community will have an opportunity to prepare informed comments.

Leased Access Channels

Leased access channels were brought into existence by the government. It says that cable systems around the country must, if they meet certain specifications provide channel capacity at a reduced rate. According to Cable TV: Leased Access it states:

“The cable Communications Policy Act of 1984 establishes the framework for Commercial Lease Access by adding Section 612 to the Communication Act of 1934. Section 612 outlines the requirements for Cable Operators to designate a percentage of their channel capacity for commercial use and allows cable operators to use that designated capacity until leased access use is obtained by an unaffiliated person pursuant to a written agreement.

The Congress directed the Federal Communication Commission (FCC) to adopt rules for cable operators to establish the price, terms and conditions for use to the operator’s designated leased access channel capacity. The federal law directs that the FCC assure that such prices, terms, and conditions will not adversely affect the operation, financial condition or market development of the cable system.

Section 76.960 Commercial leased access rates – This rule authorizes the methodology for calculating leased access rates, depending on programming category.

Section 76.971 Commercial leased access terms and condition talks about – Requirements for programming production standards, technical support , security deposits, insurance, billing and collections, length of contracts and resale of leased access capacity in this rule.

Section 76.975 Commercial Leased Access Disputing Resolution. Rule directs that any person aggrieved by the failure or refusal of a Cable Operator to make channel capacity available may bring an action in U.S. District Court or may file a petition with the FCC. This rule also establishes various procedural requirements.

Section 76.977 Minority and Educational Programs – Rule FCC setting circumstances a cable operator may use lease access channel capacity for “qualified” minority and educational programs.”

The rules above tend to place some guidance and direction to our concerns about the behavior of the Comcast Corporation. Although seeming to support Live

Lease Access programming, the frequent disruptions, darkening of the screen, and disappearance of picture and sound along with what some describe openly as filthy and non-working equipment seems to violate all of the rules above and a laundry list of others.

COMPLAINT

In Wilmington, Delaware the original franchise agreement was signed on August 29, 1986, by and between the city of Wilmington, Delaware, a municipal corporation (hereinafter referred to as “city”) and Heritage Communications Inc., an Iowa corporation (hereinafter referred to as “Heritage”) with its principal place of business at 2195 Ingersoll Avenue, Des Moines, Iowa 50312. (Exhibit 1)

City Council and the city later approved transfer through one or more corporations eventually leading to Comcast (please see document labeled Substitute no. 1 to Ordinance no. 98-122). This contract ends October 12, 2010. (Exhibit 2)

Most of the agreements in the original franchise agreement survived any and all amendments, which are expressed in the document marked Exhibit 2. In the original franchise agreement which other than the amendment Exhibit 2 is still binding; it states:

“WHEREAS, Heritage operating through a wholly-owned subsidiary or a wholly-owned affiliate of Heritage has committed to the reconstruction of the existing system in the city and to the replacement thereof with a modern, state-of-the art 52 channel system; and,

WHEREAS, the City, after due evaluation and consideration has determined it to be in the best interests of the City and its residents to grant a new franchise to Heritage for a twelve-year term

B. (1) Condition of Grant. The grant of this nonexclusive franchise is expressly conditioned on the reconstruction, operation and maintenance of the current CATV system within the City of Wilmington in such manner that the residents of the City shall be provided a modern, state-of-the-art and uniform Citywide cable communications system as more particularly described in this Agreement.”

In addition to the above Comcast agreed to a high standard of behavior with reference to all equipment. On page 14 Exhibit 1 it states:

“Technical Standards. The cable communication system to be constructed under this Agreement and operated hereunder, shall be installed and operated in conformance with the technical standards attached hereto as Exhibit “A”. In addition, such systems shall be installed and operated in such rules and regulations require a higher standard than that set forth in Exhibit “A”.

LEASE ACCESS

On pages 18-21 of Exhibit 1, Comcast states:

“8. Leased Access.

Through the entire term of the franchise granted herein, Heritage agrees to provide cable channels for commercial use as provided under the CCPA with a minimum of one leased access channel. Heritage further commits that the leased access currently on channel 22 will remain on such channel of its current system and of the new system constructed by Heritage on a county-wide basis pursuant to this franchise unless prohibited by any other franchise agreement in New Castle County or unless the use of Channel 22 becomes technical not feasible. Heritage further commits that it will not scramble the leased access picture without the consent of the program producer nor impede in any manner its reception by subscribers having cable ready television or other equipment which enables such subscribers to view channel 22 without the necessity of purchasing or leasing a converter from Heritage.

9. Local Origination.

A. Funding Commitment. Heritage shall maintain a local origination studio complex which shall be equipped with recording and transmission equipment. Such equipment shall be replaced as necessary to at least maintain the capability of the original equipment.

B. Commitment to Quality. Heritage agrees to maintain current or better quality levels in its local origination programming and to maintain the number of hours per week of local programming at current levels, subject to subsection c hereof.

c. Operating Commitment. Heritage agrees to continue the operation of its existing local origination station at least until May 31, 1988. Thereafter, Heritage may in its discretion, reduce or terminate its local origination programming if, but only if, the local origination channel does not post a profit for the year preceding its termination. Following any such termination Heritage may, in its discretion, originate and discontinue such programming. Should it become necessary to move local origination off the basic service level as denominated in Exhibit “D” in order to make room for a PEG channel, Heritage may discontinue local origination at its discretion.

D. Funding Commitment. Should Heritage terminate its existing local origination station, then and in that event the highest amount budgeted during the previous three (3) years of operation, or during the term of this franchise if less than three (3) years of operation, but in any event not less than \$37,500, shall be allocated to the City for operation of a public, educational and governmental ("PEG") access channel, or at the City's discretion, shall be dedicated to a local public broadcasting system channel (Channel 12) for the express purpose of enhancing coverage of the Wilmington community. No such expenditure shall be credited against the annual franchise fee required by the franchise agreement.

E. Programming Information. Heritage shall include programming information for all local origination, leased access and PEG programming in its programming guide, automated text channel display or other general program advertising, as long as the programming guide, automated text channel display or other general program advertising are provided by Heritage. However, the City and Heritage agree that because of publication problems reasonable guidelines will be developed by Heritage that must be met by all parties. Heritage shall not be held responsible for any omissions or errors. Printed and video program guides shall carry reasonable publicity, without charge, for community and public agency access programming as request by the PEG channel operator. Such display and narrative publicity shall be in addition to program listings.

10. Maintenance of System.

A. Condition of Wires, Etc. Heritage shall maintain all wires, conduits, cables and other real and personal property and facilities in good condition, order and repair.

B. Maps. Heritage shall prepare and provide as built maps of the entire cable T.V. system to the City showing clearly thereon all areas served by Heritage.

C. Code Compliance. Heritage shall comply with any and all F.C.C., State and local rules and regulations governing the construction, technical performance standards and maintenance of its cable communication system."

1. Comcast equipment in Wilmington and New Castle County is old and dilapidated. Even with numerous complaints, both from persons in the community and LAPA (Leased Access Producers Association) very little effort has been made to comply with the standards as set forth in the contract and the FCC. Comcast watches some producers use duct tape.

2. Pursuant to FCC Rules Comcast is required to keep accurate records for a number of reasons which may be nothing more than the annual report, response

to persons making application for a franchise agreement or other. Yet Comcast has not kept accurate records and admits in some cases that they have not kept any records at all.

3. Efforts to determine accurate bills owed by producers have often fell on deaf ears. Comcast accounting books seem to operate as a lottery where they may have records and a receipt for some producers, but nothing for the remainder.

4. Comcast response that they do not know how much money a number of producers owe, as well as having provided no receipt to others who they know are paid up is in violation of the FCC Rules and franchise agreement between Comcast and the City and County of Wilmington and New Castle, Delaware.

5. Failure to adhere to performance standards for the provisions of cable television services as defined and provided in the applicable rules and regulations of the FCC.

6. Comcast agreed on page 19 of the contract marked Exhibit 1 to not only perform and update equipment, but as well on page 26 agreed to make quick repairs on equipment and refund for defective equipment page 27. Parts of the machinery in the Comcast operating room have been broken for as long as two, three, or more months. The technician response to our question whether it would be repaired is that he was told that it would not be. This failure to maintain equipment severely interferes with programming when the particular machine used to carry our music is broken for long periods of time. These practices are in violation of the FCC Rules.

7. All efforts to find out whether or not we will still be in business under the present lease access program, which after the new contract October 2, 2010, have not been answered. Telephones calls and letters sent out by members of our organization have just been ignored and in some instances the response was extremely rude. In a meeting with a high official from Comcast in the city council chamber, his response was to answer little and leave this meeting early.

8. For many months the television programming as reported by people all over New Castle County just stops in the middle of a sentence for varying periods of time, but long enough for you to miss the news or other essential information that is being attempted to be imparted. Their response to questions about this phenomenon seems to strongly suggest that they don't care and have no respect whatsoever for the producers or customer watching their program in Wilmington, Delaware.

9. Comcast demands that we all pay exorbitant fees based on a digital box, and then not experience a full program or show because of their arrogance and total disrespect for the community by allowing this lull in programming.

10. They require residents to have a digital box to view lease access while failing to maintain basic equipment for the lease access studio.

11. Refused to provide reasonable publicity for community access programming in violation of contract (see Exhibit 1).

12. Does not provide programming information on the programming guide in violation of contract (see Exhibit 1).

13. Requires residents to have a box to view lease access in violation of contract (see Exhibit 1).

14. Removed lease access from the basic service tier and did not provide PEG channels in violation of contract (see Exhibit 1).

15. Scrambled lease access and sound in violation of the contract (see Exhibit 1).

16. Restricted lease access from county-wide cablecasting in violation of contract.

17. Did not allocate three channels for closed circuit institutional use to the city in violation of contract.

18. Comcast Cable made over Twenty-five million dollars from the city of Wilmington's residents this year and paid the City of Wilmington, Delaware a 3% fee totaling – Seven hundred forty-two thousand dollars (742,000.00), and yet our

work with lease access programming although contributing one hundred percent in community interest and advancement received no money or free services..

PUBLIC EDUCATION AND GOVERNMENT ACCESS (PEG)

On pages 15-18 Heritage and Comcast through amendment of the Franchise Agreement contract states:

“A. Channels. Heritage agrees to make available without charge to the City three PEG channels on the basic service tier as denominated in Exhibit “D” to be used by the City or by a designee of the City, provided that two of said PEG channels may be placed on other service levels if agreed to by the parties and permitted under applicable law without causing such other level to become a basic service level. One such channel shall be activated immediately upon request by the City. Each of the other channels shall be activated at the discretion of the City.

B. PEG Production Equipment. In order to develop and promote public educational and governmental access programming for the system PEG channels, Heritage agrees to provide funding for production equipment in the amount of \$100,000.00. Said sum shall be paid to the city two years from the date of this agreement. Heritage further agrees to pay 50% of the replacement cost of such equipment as is purchased for \$100,000.00. This obligation shall commence five years after the purchase of such equipment and shall continue for the duration of this agreement. Heritage’s obligation shall be limited to replacement for normal wear and tear and not for damage caused by abuse or negligence. Heritage may satisfy its obligation hereunder by providing the City or its designee with funds equal to 50% of the cost of comparable equipment or by providing replacement equipment to the City or its designee equal in value to 50% of the cost of such comparable equipment.

In order to promote full utilization of Public, Educational and Governmental access programming capacity throughout the Greater Wilmington Area, the City agrees to make all equipment available for use by other Heritage franchising authorities in New Castle County on such terms as the City and such other franchising authority shall agree upon.

C. Staffing Training. Heritage agrees to provide substantial training to the persons operating the PEG access channels. Such training shall include everything necessary to enable the City or its designee to operate its studio and to transmit programming from it through the Heritage system. Heritage shall not, however, be required to provide assistance to the operator of any PEG channel during its programming activities.

7. Institutional Network.

Heritage will allocate three channels for closed circuit institutional use to the City on the subscriber network. One such channel shall be activated initially upon request by the City. Each of the

other channels shall be activated at the discretion of the City. These channels on the subscriber network will revert to Heritage's use as the institutional network is fully activated and reaches public buildings and schools as provided in Section 2.D. hereof and the channels described below are provided. A total of 6 institutional channels will be provided by Heritage on the separate, institutional cable which Heritage will provide as part of the rebuilt cable system for the City. The institutional cable shall be activated in whole or in part upon the materialization of sufficient demand for institutional services to justify the cost thereof as determined by Heritage. At such time as the system is fully activated, and reaches public buildings and schools as provided in Section 2.D. hereof, Heritage shall provide free of charge to the City three scrambled downstream and three upstream channels. The City will have the authority to designate the persons or organizations who will operate and manage the designated institutional channels, provided that such channels are used for non-profit, non-commercial purposes. Heritages will provide headend equipment for modulating and cablecasting the institutional channels. The system shall maintain a means for users to acquire signal security for selected channels and subchannels through techniques such as scrambling or encoding.

The institutional network shall include three origination points for the City's use: The City-County building (or other principal location of the city government), and two other locations to be designated by the City hereafter, provided that such other locations are within a reasonable distance from existing cable plant."

PUT IN AMENDMENTS. BRIEF

19. Comcast refused to develop and promote public, educational, and government access for the system PEG channels in violation of the contract.
20. Comcast Cable failed to make available without charge three (3) PEG channels on the basic service tier in violation of the contract.
21. Comcast failed to provide \$100,000.00 for funding of production equipment in violation of the contract.
22. Comcast failed to pay 50% cost of replacement cost of such equipment in violation of the contract.
23. Comcast failed to provide substantial training to the person operating the PEG channels.

SUDDEN REQUEST FOR INSURANCES

Comcast has agreed to cover all equipment and hold harmless the city from any and all liability to property or to persons (including death) from any and all claims. On page 34 of the contract it states:

"16. Indemnity and Insurance.

Heritage agrees to indemnify and hold harmless the city from any and all liability to property or to persons (including death) from any and all claims, demands, actions, judgment, costs, expenses and liabilities of every kind and nature which may or could arise or result, directly or indirectly, from the installation or removal, maintenance and use of any and all wires and equipment, the property of Heritage, the acts of Heritage's officers, employees or agents, in the operation of this CATV franchise excluding claims arising out of or relating to programming produced or provided by the city or its designees. Heritage shall maintain insurance, at its cost, against liability due to damage to property in a sum not less than \$500,000.00 as to any one accident and subject to this limit per accident, an aggregate of \$1,000,000.00 during the policy year, and against liability due to injury to or death of persons, \$1,000,000.00 as to any one person and \$5,000,000.00 as to any one accident. Heritage shall also carry such insurance as will protect it from all claims under any workmen's compensation laws in effect that may be applicable to any period. To the extent permitted heritage under its agreement with any other utility, Heritage may satisfy the requirement of this paragraph by making the city an additional insured thereunder and filing a copy of such insurance policy or policies with the Wilmington CATV Commission, referred to in Section 25 hereof. Failure to carry such insurance in the required amounts may, at the discretion of the City, result in termination of the rights granted by this franchise provided that the City shall provide Heritage with notice of such and provide Heritage with a reasonable opportunity to cure such default. Should the City of Wilmington be sued for damages for injury to persons or property caused by the activities of Heritage, its agents, employees, servants or independent contractors, while engaged in construction, installing, maintaining or operating the services described herein, Heritage shall be notified of such suit by the City, and it shall be the duty of Heritage to defend or settle such suit; and further if such judgment be entered against the City in any such case, the City shall recover the amount thereof with costs including its reasonable attorney's fees from Heritage. The record of judgment against the City in any such cases shall be conclusive evidence entitling the City to so recover against Heritage.

17. Performance Bond.

At all times during the term of the franchise, Heritage shall maintain and keep in force and effect a performance bond or an irrevocable letter of credit or some other means of assurance satisfactory to the City which shall serve as a performance guarantee or bond, and as security for the performance and discharge of its obligations under this franchise agreement. Said guarantee shall be issued by an insurance company, bank or other entity approved by the City and shall be conditioned

upon the faithful performance of all terms of this agreement and the law, and shall specify that in the event Heritage has failed to faithfully perform or is in default under any of its obligations, then, in such event, the obligor shall make good and reimburse the City such funds as are necessary to pay damages incurred by the City or otherwise meet the obligations of this agreement and the law. Initially, the performance bond or letter of credit shall be in the amount of \$2,000,000. Upon completion of the construction of the new CATV system contemplated by this agreement, Heritage shall be entitled to reduce the amount of the performance bond or letter of credit to not less than \$500,000 for the duration of the franchise. Failure to establish and maintain at the full amount the letter of credit or performance bond shall constitute a material breach of this agreement. The City shall accept the guarantee of Heritage Communications Inc. in fulfillment of the obligation of this section upon the approval of the City Solicitor, upon proof of financial responsibility.

18. Payment of Fees and Costs.

A. Franchise Fee. Following the issuance and acceptance of the franchise, Heritage shall pay to the City a franchise fee of 5% of all gross revenues derived from all operation of the Heritage system within the City of Wilmington for each 12 month period thereafter and without credit for taxes or fees paid to the State. Gross revenues do not include advertising or leased access revenues. This franchise fee shall be paid quarterly within 30 days of the end of the quarter for which it is payable based on estimates of quarterly revenue with an annual reconciliation.

B. Recovery of Franchise Process Costs. Heritage, within 30 days after the effective date of this agreement, shall reimburse the City for its franchising costs in an amount not to exceed \$45,000.00. No additional reimbursement shall be payable by Heritage.

C. Payments to City. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this agreement. Subject to Section 631 of the CCPA, the City shall have the right to inspect the books and records of Heritage during the normal business hours and the right to audit and recomputed any amounts determined to be payable under this agreement; provided however that such audit shall take place within twelve months following the close of Heritage's fiscal year provided further that if any audit by the City determines a material discrepancy the City may audit the two years immediately preceding. Any additional amount due to the City as a result of such audit shall be paid within thirty days following written notice to Heritage by the City which notice shall include a copy of the audit report.

19. Remedies.

A. Schedule of Penalties. Because Heritage's unreasonable failure to comply with certain provisions of this franchise may result in injury to the City, and because it will be difficult to estimate the extent of such injuries, the City and Heritage hereby agree that the following amounts represent both parties' best estimate of the damage resulting from the specified injury and represent

the amount of liquidated damages Heritage will be required to pay the city if it is in default of the time to complete the work referred to:

(i) Unreasonable failure to complete in a timely manner the rebuilding of the cable communication system as set forth in Section 3.A. hereof - \$1000.00 per day.

(ii) Unreasonable failure to provide the production equipment required hereunder as scheduled - \$100.00 per day.

(iii) Unreasonable failure to provide the PEG channels or institutional channels required hereunder as scheduled - \$200.00 per day

(iv) Unreasonable failure to test the system and provide reports thereof as required - \$50.00 per day.

(v) Unreasonable failure to maintain the technical performance standards contained herein or as promulgated from time to time by the F.C.C. - \$500.00 per day.

(vi) Unreasonable failure to comply with any provision of this franchise agreement - \$100.00 per day.

B. Commencement of Penalties. The penalties set forth above shall commence from the date that a written notice of default is delivered to Heritage and shall continue until notice that the default has been cured has been received by the City from Heritage; provided, however, that the City shall provide Heritage with reasonable opportunity to cure any alleged default before the accrual of any penalty. The accrual of penalty shall automatically cease upon termination of the franchise, as hereinafter provided. “

24. The quote above plainly points out that all insurance was covered by Comcast and not the producer. This agreement was practiced for close to 24 years when suddenly on July 12, 2010, three months before the new contract, Comcast moved in violation of the agreement and imposed serious new insurance coverage.

25. The letter dated July 12, 2010, from Comcast Digital Cable states:

“The Liability Insurance requirement is as follows: Such insurance shall cover, at minimum, the “offenses” of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 in any one policy period. COMCAST CABLE COMMUNICATIONS MUST BE NAMED AS ADDITIONAL INSURED for the purpose of airing the programming. A standard insurance Certificate of Additional

Insured conforming to these specifications is required to obtain a CLA contract with Comcast. This media liability insurance is required of all programmers airing their programming on C 28 or 190. In addition, programmers utilizing the Comcast Studio facility on Lancaster Avenue must also maintain a general liability policy providing coverage for Comcast's equipment and facilities during the production of their program. Please note that we cannot air your content without the requested certificate of insurance.

Another practice that we have come across is the resale or sublease of a programmers leased access time. Please be aware that the sub-lessee is subject to the same terms and conditions as in the initial channel lease agreement, including the insurance requirements. Thus, while a programmer is welcome to produce their show as they choose, that programmer is ultimately responsible for the content of the show as well as the payment for the time for the show as specified under the contract. Moreover, the content of the program produced must be either covered by the contracted programmer's liability insurance or by the sub-lessee's insurance policy. In the event that a sub-lessee's policy is covering the programming we will require a certificate of insurance from that party."

Comcast requirement that the first insurance of a million dollars be paid is a breach of contract. And now they are asking for each producer and sub-producer to have a million dollars worth of insurance even if they are on television for only a half an hour a month. Surely the FCC rules frown on Comcast breaking every agreement of the contract.

26. To the best of our knowledge there have never been any complaints or litigation in the entire history of the contract suggesting that our language has been inappropriate or necessitating litigation. Comcast in the contract agreed to cover their equipment and every other aspect of liability for the Comcast studio. Yet, on July 12, 2010, Comcast suddenly demanded that we cover their equipment and facility for which we have no control. This complaint is filled with proven instances where Comcast equipment only operates part of the time, and not up to the FCC rules and standards or regulation as in the contract and agreement. Comcast has already shown that it is almost impossible to continuously insure equipment that they are purposefully allowing to disintegrate.

27. Although the cost per hour for lease access is within the authorized FCC range, their neglect of equipment causing a decline in equipment will raise the

insurance rate so high that it will be prohibitive to a point where it may double or triple the authorized cost of normal insurance. We do not touch the Comcast equipment. This underhanded method of destroying us through hiking of insurance on their equipment is a method of unfairly raising the hourly pay far beyond the level permitted by the FCC.

28. The forcing us to pay for the insurance of the Comcast facility is unfair and against FCC rules and regulations. We have no way of knowing what state of repair and maintenance the facility is in when we enter the door. If Comcast leaves something on the floor or a tear in the carpet which causes someone to trip surely this accident cannot be blamed on us and our insurance policy. Again we have no control of anything in that facility. We walk in the door, take a seat and wait for our time to go on the air. When we finish, we quietly leave the building. No one has ever been sued to the best of our knowledge in the Wilmington, Delaware area.

29. The assignment of insurance to varying people entering into franchise agreement is not uniform. Some are told to get insurance and some are not (arbitrary and capricious).

We in LAPA after talking with officials, representatives, and employees from Comcast are firmly convinced that they are trying to run us off the air. Some have shown up at our meeting alleging that it is already arranged for them to take our air time once they are illegally forced off the air. Comcast has demonstrated a rigorous pattern of corruption and fraud. It is our firmest hope that the FCC will rule on these violations in the community's favor, and prevent Comcast's merger with NBC.

PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS CHANNELS ("PEG CHANNELS")

Pursuant to Section 611 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use.

Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority

Educational access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities.

Governmental access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels

PEG channels are not mandated by federal law, rather they are a right given to the franchising authority, which it may choose to exercise. The decision whether to require the cable operator to carry PEG channels is up to the local franchising authority. If the franchise authority does require PEG channels, that requirement will be set out in the franchise agreement between the franchising authority and the cable operator.

Franchising authorities may also require cable operators to set aside channels for educational or governmental use on institutional networks; i.e, channels that are generally available only to institutions such as schools, libraries, or government offices.

Franchising authorities may require cable operators to provide services, facilities, or equipment for the use of PEG channels.

COMMUNITY GROUPS AT WORK AND USE OF LEASE ACCESS

1. **Beautiful Gate Outreach Center** is headed by Mrs. Rene Beaman, wife of Sylvester Beaman, Pastor of Bethel Church located at Sixth and Walnuts Streets. Its website states:

"The Mission OF The Beautiful Outreach Center is to eliminate the spread of HIV/AIDS and assist in the continuum of care for all people infected and affected in Delaware. This will be done by providing information, prevention strategies and outreach assistance that educates, empowers and contributes to the *eradication of this catastrophic disease of HIV/AIDS*.

The outstanding work of those working in this center demonstrates the presence of God in the life of men.

The vision of the Beautiful Gate Outreach Center is to create a community where every person infected with and affected by HIV/AIDS will be respected and supported."

2. **Churches of Christ Ministries**, headed by Elder and Pastor Louis McDuffy who began work teaching mathematics and physics in public school in 1965. As a young minister and teacher he also mentored students after school and in the summers. Those students became successful and on occasion have dedicated their lives to working with his numerous non-profit undertakings. He eventually married and raised a large family affectionately known as the "Family of Chaplains". All of his children were raised to work in Hospitals, Convalescent Homes and places where they could attend to the sick, lame, and downtrodden. It was not until 1999 that Social Scientist discovered that work in these centers reduced crime and forges positive development, attitude and empathy in children. As a result of this work, over the last 40 years, the work of the volunteer Chaplain for these purposes has spread around the United States.

While working with and teaching violent children within the Philadelphia Board of Education he came across his first real test of what he had learned as a kid growing up in Philadelphia and later counseling violent youth. A young man by the name of Joseph Kallinger, Jr. became his student in the school. Within six months Joseph Kallinger, Sr. entered the school, and almost violently complained that his son had changed and refused to do all that the father demanded he do. The principal of the high school allowed the child to go home and work through home study against the protestations and concerns of Elder McDuffy.

Approximately six months later Joseph Kallinger, Jr.'s body was discovered in downtown Philadelphia. During the police investigation it was found that Joseph Kallinger, Sr. and Jr. were serial killers (1971-1973). According to testimony at Kallinger, Sr.'s trial the influence of Elder McDuffy's class turned Joseph, Jr. against his father, and after helping his brothers and sister escape from the father, the father killed him.

Elder McDuffy again encountered another serial killer in 1984. His work with him could only bring him around to the point where he asked for intervention where he would stay in prison for life, for he saw the wickedness of his ways. Elder McDuffy wrote the Patrol Board advising that he should never be released. He was released to get him out of the way of innocent Blacks who had to be locked up. Subsequently He began his raping and killing spree.

Elder McDuffy, one of the Spiritual Fathers of CTAC, taught for years on the Songs of Inspiration Sunday Program where his Bible teaching became known as the McDuffy or CTAC minute.

His work in the Criminal Justice System of Delaware through the work of SURGE where he taught them a different way of looking at the high incidence of minorities in the prison system paid off when its Director made a study which shocked the state and the Supreme Court into reviewing its own actions. Having aided in changing this type of injustice in other areas of the country, he provided the Chief Administrative Judge of Delaware with copies of documents on how these possible irregularities were handled in other states.

Elder McDuffy, his Assistant Pastor Moriel McDuffy, a Family Therapist, and other ministers worked on the Retired Educators Board of the Rodel Foundation. Experts for the federal government tell us that this was the key work that determined that Delaware had won the Obama Administration one hundred million dollars "Race to the Top" monies.

The work he developed in the early eradication of lead around children and in their homes matured and took root in newspaper articles published in 1973. This eventually lead to a new law banning lead production in 1978. He later received many awards from Wilmington, New Castle County and the State of Delaware Legislature for his work on behalf of communities and the Science, Chemistry and Physics of the Environment. By October 30, 2005, the NAACP awarded him the Freedom Fund Award when it stated:

"Elder Louis McDuffy is Director of Counseling and a Board Member of "Stop the Violence Coalition." He is also Pastor of the Hillside Church of Christ and heads Churches of Christ Ministries, where he produces his own television program. In Elder McDuffy's civic duties, he is President of the Eden and Hamilton Park Civic Association, Chairman of the Advisory Council to DNREC (Delaware Department of Natural Resources and Environmental Control), and is a specialist on the family, a member of NAACP, IMAC and CTAC. As a world renowned expert on preventing violence, he has lectured at schools, conferences, and for the State of Delaware. He is well known for pioneering work in making industry comport with good health practices, hiring community young people with criminal records and instituting one of the largest class action lawsuits against those industries that caused health and contamination problems. He is presently working to end mistreatment of minorities by the Courts of Delaware (23 years) and the prison system. Elder Louis and Chaplain Brenda McDuffy were married in 1968 and raised twelve (12) children, six of their own and six belonging to relatives. All their children hold prominent positions in their careers.

During his early teenage years, he showed great interest in Science, but was harassed and discouraged by his teachers who told him he could not be an Astronomer because of his race. In 1961, he immediately joined the Civil Rights movement and marches. Although graduating from St. Joseph University with a B.S. degree in Mathematics and Physics, because of his early experience, he never fully embraced Science for fifty years. His graduate work was in Counseling and the Bible for which was a D.D. and Th.D in 1978. He taught in multiple public schools throughout the Delaware Valley.

In 1968, he became the first African American Scientist to work in the Resident Engineering Department of Campbell Soup Co. In 2002, as Chairman of the Council to DNREC, he came face to face with how to prevent the chlorinated benzenes, a toxic class of chemicals that as a result of the separation process was destroying the protective containers faster than the EPA could make repairs. When Michael Towles of EPA, during a meeting in Delaware City, advised he was in trouble, Elder

McDuffy petitioned the School for Advanced Study at Princeton University, home to the leading minds in Physics. Before the prodigies at Princeton could react, Mr. McDuffys reports that God gave him the answer. McDuffy quickly realized that world scientists were at least 300 years behind because of a lack of Black contribution, due to slavery. He then proceeded to pioneer and write new technologies and advanced man's understanding of the universe on numerous occasions.

On May 27, 2004, the Department of the Army and with accord from DuPont scientists sent a report to Elder McDuffy advising that all leading experts, including the National Academy of Sciences National Research Council repeatedly agreed with and supported their approach. Their finding was that the VX nerve agent was non-flammable, safe, and caused no problem. Elder McDuffy's position, that it was flammable and would blow up, happened in June 2005.

The NAACP commends Elder McDuffy as he continues to speak truth to power to bring about environmental justice."

The NAACP award above was a significant honor, but it barely reached the 200-300 people attending the event. All media continues to black out all advances in science made by African Americans. This community has continued to remind the federal government that Elder McDuffy invented, and advanced man's understanding of science for a period of three years until attorneys told him to stop and wait for a change in the way he gets credit. The community wrote multiple lengthy letters to the federal government reminding them that African American children were not aware that African Americans are advancing man's understanding of science. Rather than just giving credit, it leaked that they received raises and special awards for his work. The federal government responded that they were aware of his good work but they had no such award. Elder McDuffy has written and warned repeatedly that the federal government and Obama administration must allow some venting of the hundreds of patents and ideas formed by African American men in the city of Wilmington.

Elder McDuffy and a Scientist from the mid-west argued against scientist from around the whole world on the real attributes of the VX Nerve Agent mentioned above. He wrote a letter to the Editor describing his conclusions and saw his letter appear with the name of the Editor of the News Journal as the author. When the editor was vehemently questioned by Elder McDuffy he responded "great minds often think the same way." The editor stole the article.

One reporter from The News Journal Newspaper continued to write articles about the correct methods used to deal with violence and taught by Elder McDuffy in his instruction on the Surgeon General's Report on Youth Violence. He taught Psychologist who worked for the Department of Services, Youth and Their Families on how to be successful in dealing with troubled youth. The state head of that department in a letter dated January 9, 2006, states: "Your community work is commendable, and you will likely never know the true impact of your efforts. We must continue to do our best to obtain our vision for the children of Delaware."

By 2007 Elder McDuffy concerned that the communities were not totally committed to his teachings, rolled up his sleeves and began to teach and talk with former Chief of Police Rick Gregory who was promoted because of this work where together they caused the largest drop of crime in history. Homicides declined by 75% between May 2008 and May 2009. We insist that he teach and speak before the entire nation on how to solve these problems, on a syndication or comparable level where it reaches every community through Comcast channels around the United States.

Elder McDuffy's teachings involve transformational leadership where along with Chief Gregory he founded the Pastors on Patrol Program. He only used one of his anti-violence tools called The Fun Day Model where police, teachers, professors, and professionals wear a badge showing what their career is and then teach the children who also wear badges matching that career how to be a success. This takes place while the children are being tested in mathematics and English in preparation for their return to school. They have an opportunity to earn 25-75 cents as they solve problems accurately. It affects every child, parent, and the police in a way that is not to be believed.

The News Journal writers mentioned that the police working with the community caused a drop in crime. It hurt them that an African American was developing these concepts without anyone else from the state contributing. In other words the African American can handle his own problem and then through love reach out and serve others.

With science the reporters was even more traumatized when he had to admit that these new inventions and discoveries were helping the federal government get through the Metachem Superfund site. This reporter saw each new invention and concept that Elder McDuffy presented to the scientist and federal government and noted that they were turned down as is true with all new inventions. He also noted every time the federal government was forced to accept Elder McDuffy's advancement of their understanding of science, and yet he could not bring himself to say an African American had rewritten the science of the environment.

In an effort to help a young child who was dying in the hospital Elder McDuffy developed and wrote a treatment for treating children who had been subjected to unknown poisons from the environment. He sent a copy to the family, hospital, and to John Hopkins hospital and university. He made no effort to patent it as it was an emergency. However, his daughter who is a pediatrician and child psychiatrist, was asked by her friends if Elder McDuffy was her father. She asked why and they responded they had seen a treatment developed by him, and wanted to know if that was her father. He prays that who ever has the treatment utilizes it and may God bless them.

As a Disabled Veteran, Elder McDuffy has written and talked about the government training Pastors to treat Post Traumatic Stress Disorder Syndrome (PTSDS) in Soldiers and violent youth, especially in urban areas.

3. Churches Take a Corner is headed by Elder Tyrone Johnson. The News Journal article in describing this work states:

"A coalition of Delaware churches is taking the power of faith and more worldly resources to the streets to combat violence, drug dealing and substance abuse in local cities, suburbs and rural communities.

More than 120 religious congregations, from Methodists to Episcopalians to Catholics, take part in Churches Take a Corner (CTAC) a street ministry program that brings churchgoers onto drug-plagued streets on Friday nights to sing, pray and offer assistance to dealers and addicts alike. Founded in 1994 by Wilmington's Rev. Tyrone Johnson, CTAC takes its inspiration directly from Jesus Christ -- himself a street minister -- according to board president Dr.

Clarence Faulcon. "We encourage churches to leave their walls and create a church without walls," he tells Join Together.

The presence of singing, praying residents often encourages drug dealers to desert their favorite corners. More importantly, however, the group's nonjudgemental approach to their "peaceful invasions" has led not only to some addicts, dealers and gang members returning to their faith, but also prompted many to seek treatment for their addictions.

Faulcon noted that CTAC includes many former addicts who are familiar with the treatment system, and the group works to identify treatment resources and make referrals. Despite a shortage of treatment beds in Delaware, Faulcon said that CTAC has been able to place "hundreds" of addicts in treatment thanks to its relationship with the Catholic Sisters of Philadelphia, a health-care provider.

By bringing together churches of many denominations, representing different races, ethnic groups and economic classes, CTAC reinforces the fact that violence and substance abuse affect all communities, not just those in the inner cities, said Faulcon. Just as it was during the civil rights movement, the moral leadership of the churches is critical to fighting the related problems of drugs and violence, he added.

"Churches have to admit that there is a problem in the community," said Faulcon. "Too many people are in denial, particularly in the suburbs." Getting middle- and upper-class communities involved in groups like CTAC is doubly important because much of the money that fuels the drug trade in poor communities flows in from the suburbs, he noted.

Apart from street-corner ministry, CTAC has helped organize rallies for community empowerment and to bring attention to the growing heroin problem; started a transitional housing program in Wilmington; and runs youth basketball leagues to give kids an alternative to gangs, drugs and violence. A 501(c)3 non-profit organization, CTAC coordinates its activities with local community policing efforts and has expanded to include a mentoring program for people involved in the criminal justice system. Recently, a CTAC chapter opened in Atlantic City, N.J.

Churches and advocates for recovery who are interested in developing their own CTAC programs should start by seeking out the natural leaders in their community who already are doing similar work. Building a strong board also is key, said Faulcon. "You have to have people who understand thoroughly what the drug problem is, who know the criminal justice system, who have a good relationship with the police, and above all who know their community," he said.

4. The Community Communications Corporation-Headed by Rev. Dr. Twin B. Brown with over 50 years of TV broadcasting and over 40 years conducting video workshops, he heads the Spiritual Revival TV Productions channel 28 TV-Sunday 8 a.m. to 11 a.m.

5. The Congo Hour is produced by the Congo Family. The December 26, 2004 News Journal in describing the work of Trippi Congo states:

“Businessman gives kids praise they deserve to encourage schoolwork”

Out on the street in front of a city row house, the door of the white stretch limousine opened, and the driver rose. Beneath the black trench coat, Ernest “Trippi” Congo wore a dark suit with a gold tie. It was 7:30 a.m. The cold air had teeth, but Congo didn’t flinch.

From the front door of the home emerged four boys in matching brown suede jackets – three of them had been working hard to improve their grades, and they’d soon receive a precious reward for that effort, courtesy of Congo. As he’s done for dozens of other young students in the past three years, Congo was here to give them a limo ride to McDonald’s, buy them breakfast and deliver them to school. He’d serve them throughout the hour; opening doors and balancing trays or food.

Soon, the boys would also be getting a chance to be on TV, as guests of honor on Congo’s cable access show. For the students whom Congo honors, such attention can bring a much-needed boost in self-esteem. For parents, it can offer a welcome in the hard task of raising a kid right. For Congo, 33, the trips are a way of working against the sad fact that there are too many folks less fortunate than himself.

When he was younger he didn’t like that. Still doesn’t.

Most of the kids who get that ride in Congo’s limo are black. Some are Hispanic. In most of their households, single parents are the norm. Often, soon after he arrives at their doorsteps, Congo fills a role beyond that of benefactor. Parents will ask him to mentor their children. He struggles to offer as much help as he can. He already spends two days a week, a half-hour each time, reviewing reading and math with a child at Casimir Pulaski Intermediate School. By the end of this day he’ll have accepted a soon-to-be stepfather’s request to mentor another.

But first, there was a limousine to fill and breakfast to eat. On Monday, the latest group of honorees emerged from a white row house on East 14th Street near Bowers Street. There were the Berry brothers – Calvin, 9; Joshua, 7; Branodon, 6; and David, 4 – along with their sister Margaret Hicks, 14, their mother Barbara Uwanawich and her boyfriend Gregg Dale.

Uwanawich, 39, bought the house in June. She also now owns a washer and dryer – for the first time in her life. Thanks to Congo, she’s also found another reason to believe better things are ahead for her boys.

“We may not see it now. The kids may not talk about it,” she said. “But believe you me, what he did made a big impact on my children. And when they grow up, they’re gonna turn around and do something good for someone else.”

Calvin, Joshua and Brandon were nominated by Mark Poindexter, their physical education teacher at Martin Luther King Elementary School in Wilmington. He cited their “good manners” and checked with a few other teachers to ensure they’d improved academically.

Since he began spotlighting students in the fall of 2002, Congo estimates he’s treated about 100 kids (and their friends). The students have come from almost every school in Wilmington, as well as Newark, Stanton and schools for the mentally disabled. Straight A’s aren’t required. One child, he said, had raised D’s and F’s to C’s.

Better to give than get

Congo pays for all he gives to the kids. But he gets a lot in return. “I think I probably get more out of it than they do,” Congo said. “I enjoy being around them.”

Now manager of Congo Funeral Home in Wilmington, knows he was lucky as a kid. He had a tight family, steady motivation and plenty of role models for acts of goodwill. Congo’s parents were known for their generosity to the community, and their son is sustaining that reputation as co-host of “The Sunday Congo Hour,” a weekly public-access show that the family has sponsored since 1977.

Appearing on his show can neighborhood cleanups. And every Labor Day for the past 15 years, the Congos hold a cookout for senior citizens in 10 Wilmington high-rises. This year about 350 attended.

Family values

Congo’s Students of the Week come from homes modest to magnificent. Some live in areas of \$5000,000 houses; some live in the projects.

“It’s humbling to see how these kids are doing. Some of them have someone pushing them, but a lot of them, they’re pushing themselves. Just by looking on the outside, I’d say almost half are doing it on their own. I’ve seen kids who have no concept of time. They only get to school on time because they know they have to leave after a cartoon is over. Their parents are still sleeping.”

At their table in McDonald’s Margaret asked, “Is it all right for us to call you Mr. Congo?”

“Just call me Trippi,” he said.

He asked Calvin about his favorite school subject. Math and science, came the response. He asked Joshua the same question. Reading and science, he said.

Joshua’s red backpack clung to his shoulders. He sang to himself a verse of “Joy to the World” and plunged his plastic fork into a sausage patty. A football player, he said, is what he’d like to become.

The topic turned to basketball, and Joshua bragged about his playground performances. Congo chuckled.

His sister called Joshua the comedian of the family.

"I make everybody laugh in this world," he said.

Back in the limo, the trio was escorted to school. Congo tries to time the arrivals to coincide with the fleets of school buses. He want to maximize the students' exposure to luxury, linked to academics. As the limo arrived Monday at school, a couple of dozen classmates and teachers welcomed the boys with cheers. Calvin, momentarily upset with his mom, stormed off to the side and into the building. The crowd soon cleared, and two teachers led a calmer Calvin toward the limo.

"You OK? Congo asked.

Mmm-hmm," he said.

"Gimme five," Congo said, and Calvin complied. "Now say you're sorry to your mom."

As Calvin peeked inside the limo door; Congo said, "Tell her you love her."

6. Community Crossfire- Hosted by Rep. Hazel Plant and Norman Oliver. Serious community and political discussion around every aspect of life.

7. Charles Potter-Talk Show on many important topics.

8. Gospel Expression-Headed by George Witcher with emphasis on gospel songs and friendly discussions with the community.

9. Harold Pritchett-a school teacher and member and researcher within the LAPA organization. He was a supervisor within the Comcast organization some years ago. A recent news release from his work summarizes his success as:

**"Project C.H.A.N.C.E. Children
Finalists in WHY Y Book Club**

Four Inner city children from Project C.H.A.N.C.E. were selected as finalists in "WHYY I Like This Book" campaign. Public Television Station Channel 12 held screen tests and interviews with four local Warner Elementary School Children. The children are part of the after school enrichment program Project C.H.A.N.C.E. As part of the program children were required to read and write a book report that was submitted to the "WHYY I Like This Book" initiative. WHY Y selected Monee Gulamali, Moriah Lewis, Ondia Smith and Zion Buchanan as four finalists. The children along with their parents visited the Channel 12 studios in Philadelphia where the production team talked to the kids, took pictures and videotaped them. The finalists to be selected for an interstitial will be announced in a few weeks. The children are part of Mr. Harold B. Pritchett's reading enrichment class at Project C.H.A.N.C.E. Students are required to read, write, and complete math workshops before and after school. Project C.H.A.N.C.E.

director Virginia Lacy expressed high congratulations to the students and their parents. Project C.H.A.N.C.E. is a before and after school enrichment program based in Warner Elementary School here in Wilmington, Delaware.”

10. **From the Heart** –Compassionate community talk show.

11. **Herman Holloway Live** –Community information, news, and inspiration.

12. **Tehilla Time**-Inspirational community enlightenment. Headed by Bishop Aretha Morton.

13. **In the News**-Current news report and discussion of the issues.

14. **Joshua Harvest**-Headed by Pastor Derrick Johnson dealing with community issues and violence.

15. **Allyson Lang**-Edutainment Show

16. **NAACP**-Community Education

17. **Old Solider**-In the August 21, 2007, News Journal reports:

“From The News Journal’s archives, Delaware Backstory shares this visit with history enthusiast and interpreter Willis Phelps of Dunleith, near Wilmington. Gary Soulman’s story first was published Feb. 8, 2005:

Peering into the past

Willis Phelps Jr. of Dunleith is a master storyteller who is busy during the month of February dramatizing the stories of African-Americans.

He is especially well-known for his ability to illuminate the life of soldiers.

“Serving 42 years in the National Guard, I had a good experience in the military and I suppose I reflect that in my stories,” says Phelps, 66. He is now retired.

His characters include:

*Private James H. Elbert, a freeman from Poketown, who enlisted in the Civil War in the infantry for C Company of the 8th U.S. Colored Troops.

*G.W. Bowman, representative of Seminole-Negro Scouts who served in the west as Buffalo Soldiers.

*Esau, a horseman, wagoner, and blacksmith captured by Union soldiers at the Battle of Gettysburg. He is a composite of 19 African-Americans who were taken prisoner with their Confederate masters and brought to Fort Delaware.

In addition to these characters, Phelps, his wife, Patricia, and his daughter Phyllis use storytelling and songs to tell about black people who endured slavery and sought freedom on the Underground Railroad.”

Mr. Phelps, has joined hands with others in trying to get Delaware to give credit to the large group of African American Soldiers who have never been mentioned in the history of the state.

18. **Omar Rashadda**-Highlighting the arts and community issues.

19. **Robert Bovell**-Community based television

20. **Songs of Inspiration**-Headed by Mr. Charles Smith and dedicated to the sick, shut-in and bereaved families and the church.

21. **Justin Wright**-Community and political discussion and analysis. Strong supporter of those who cannot help themselves.

22. **The Mind**-Headed by Mrs. Ruth Baker who explores and develops every aspect of history and social change. She has a special love for science and seizes every opportunity to use her show to encourage youth to feel comfortable pursuing a life of science.

23. **Rev. K. Wilson**-Gospel Teaching and preaching.

24. **Peace Keepers**-This group of volunteers walks through the communities, and gives hope, encouragement and help to so many people who have lost their way. This has the effect of reducing violence and allowing people to use more positive and productive tools to resolve problems and conflicts.

ANALYSIS

In exchange for obtaining a valuable license to operate a broadcast station using the public airwaves, each radio and television license is required by law to operate its station in the “public interest, convenience and necessity”. This

means that it must air programming that is responsive to the needs and problems of its local community of license.

To do so, each station licensee must affirmatively identify those needs and problems and then specifically treat these local matters that it deems to be significant in the news, public affairs, political and other programming that it airs. The FCC and experts tell us that each station must provide the public with information about how it has met this obligation by means of quarterly reports, which contain a listing of the programming that it has aired that the licensee believes provided significant treatment of issues facing the community. As well, each station also must maintain and make available to any member of the public for inspection, generally at its studio, a local public inspection file which contains these reports, as well as other materials that pertain to the station's operations and dealings with the FCC and with the community that it is licensed to serve. The public file is an excellent resource to gauge a station's performance of its obligations as a Commission licensee. In the future, television stations with websites will be required to post most of the content of their public files on their websites, or on the website of their state local broadcasters association, if permitted.

The FCC was created by Congress in the Communications Act for the purpose of "regulating interstate and foreign commerce in communication by wire and radio so as to make available, as far as possible, to all the people of the United States, without discrimination on the basis of race, color, religion, national origin, or sex, a rapid, efficient, Nation – wide, and world-wide wire and radio communication service ..." (In this context, the word "radio" covers both broadcast radio and television.) The Communications Act authorizes the FCC to "make such regulations not inconsistent with law as it may deem necessary to prevent interference between stations and to carry out the provisions of [the] Act." It directs us to base our broadcast licensing decisions on the determination of whether those actions will serve the public interest, convenience, and necessity. (Media Bureau FCC)

Comcast has violated all FCC rules on technical standards including those in Section 76.605. In addition the requirement in Section 76.925 on cost of franchise requirement Comcast has violated part (c) which says "The cost of satisfying any requirement under the franchise other than PEG access cost shall consist of direct and indirect cost including a reasonable allocation of general and administrative overhead (Section 76.925).

(a) A cable operator has the burden of proving that its existing or proposed rates for basic service and associated equipment comply with 47 U.S.C. 543, and §§76.922 and 76.923.

(d) Cable operators may require reasonable security deposits or other assurances from users who are unable to prepay in full for access to leased commercial channels. Cable operators may impose reasonable insurance requirements on leased access programmers. Cable operators shall bear the burden of proof in establishing reasonableness (Section 76.971 Commercial Lease Access terms and condition).

The Lease Access Annual Report states:

“(11) The extent to which the cable system impose different rates, terms, or conditions on commercial leased access programmers (such as with respect to security deposits, insurance, or termination provisions) with an explanation of any differences” (Section 76.978).

No cable operator, satellite cable programming vendor in which a cable operator has an attributable interest, or satellite broadcast programming vendor shall engage in unfair methods of competition or unfair or deceptive acts or practices, the purpose or effect of which is to hinder significantly or prevent any multichannel video programming distributor from providing satellite cable programming or satellite broadcast programming to subscribers or consumers (Section 76.1001).”

APPLICATIONS FOR LICENSE RENEWAL

Licenses expire and renewal applications are due on a staggered basis, based upon the state in which the station is licensed. Before we can renew a station's license, we must first determine whether, during the preceding license term, the licensee has served the public interest; has not committed any serious violations of the Communications Act or the FCC's rules; and has not committed other violations which, taken together, would constitute a pattern of abuse. To assist us in this evaluative process, a station licensee must file a renewal application (FCC Form 303-S), in which it must respond concerning whether:

- * it has sent us certain required reports;
- * neither it nor its owners have or have had any interest in a broadcast application involved in an FCC proceeding in which character issues

were resolved adversely to the applicant or were left unresolved, or were raised in connection with a pending application;

- * its ownership is consistent with the Communications Act's restrictions on licensee interests held by foreign governments, foreign corporations, and non-U.S. citizens;

- *there were no adjudicated violations of the Communications Act or the Commission's rules during the current license term;

- * neither the licensee nor its owners have been denied federal benefits due to drug law violations;

- *its station operation complies with the Commission's radio frequency ("RF") radiation exposure standards;

- *it has, in a timely manner, placed and maintained certain specified materials in its public inspection file (as discussed at pages 25-31 of this Manual);

- *it has not discontinued station operations for more than 12 consecutive months during the preceding license term and is currently broadcasting programming;

- * it has filed FCC Form 396, the Broadcast Equal Employment Opportunity Program Report; and

- *if the application is for renewal of a television license, it has complied with the limitations on commercial matter aired during children's programming and filed the necessary Children's Television Programming Reports (FCC Form 398) (as discussed at page 17 of this Manual).

Remedies and Conclusions

The Comcast Corporation operating in New Castle, Delaware is in serious breach of practically every line of the franchise agreement. They don't even bother to

hide a pattern of disrespect and corruption so severe that their license should not be renewed. The merger with NBC is unthinkable in that they cannot be trusted to adhere to even the simplest franchise agreement with all parties involved i.e. the community and the lease access producers. The television picture on August 8, 2010, and many other days, was dark so that you could not recognize some of the faces.

One of our LAPA members has a DVD of our meeting before city council and the commission where the Comcast official explained that they were not going to repair or seek update on the equipment. Their full intention is to block the light and cut off any and all signs of the advancement and teaching of this African-American community in its efforts to advance all of America and all ethnicities forward into the 21st and 22nd century.

When Jesus, who was the light of the world left, that authority passed to the real Christian as the light of the world. Without a doubt most of us could not do the work we do in areas of ministry, education, science, reducing violence, making new medicines, and for the overall advancement of America and all mankind without divine help. To some this means Buddha, to others it means Mohammed, and to others it may mean Zoroaster, whereas our belief is Christ, and all have been welcomed to our shows. We are the light of the world, and have a right and indeed the authority to be heard through the airways. In anticipation of request for proposed remedies by the FCC we formally submit our concerns below.

1. Comcast must use universally accepted standards of accounting in all books and records.
2. Comcast must keep records and provide receipts to everyone who sends them a check or pays a bill.
3. Comcast must stop discriminating against the lease access TV producers when they require insurance from some and no insurance from others.
4. Comcast must cease and desist from pretending they are trying to collect money from lease access producers when they have admitted that they have no clue of who owes what amount as they have no records.

5. It is impossible for a billion dollar company to operate without payroll, books, budgets, and receipts. This arbitrary and capricious standard of operating rises to the level of fraud in violation of state and federal constitutions and in the interest of fairness require that any and all alleged debts from the lease access TV producers be cancelled.
6. Comcast must give us a studio capable of supporting both the needs of producers as well as PEG.
7. That any agreement reached with Comcast must include a Dollar amount that can be applied to the future studio cost and not to the city of Wilmington.
8. That all equipment should be "state of the art", Digital equipment capable of meeting the technical requirement of this plan.
9. A budget should include the aforementioned items and necessary funding for an Executive Director and adequate staff to produce a "first Class Operation" to support the producers and the PEG operations.
10. Efforts must be made to increase the available channels for future growth.
11. Comcast must allow producers with tapes to present their tapes for recording in the local Wilmington area and not have to go to Philadelphia. This is an unreasonable and unnecessary hardship.
12. Comcast must reimburse those who paid insurance even though the contract said Comcast would pay.
13. Comcast must cease and desist from trying to get the lease access producers to pay for equipment belonging to and controlled by Comcast.
14. Comcast must cease and desist from trying to get the lease access producers to pay for the Comcast facility which in no way is controlled by the lease access producer.
15. Comcast must cease discriminating against least access producers by refusing and or using every form of deception and corruption to prevent their programming.

16. Comcast must cease and desist behavior described in 1- 15 above which is in violation of rights protected by the constitutions of the United States and Delaware.

17. Comcast must adopt and be committed to five essentials goals of LAPA. They are:

a. To preserve local “live” leased access television by;

Continuing to inform, invite and encourage community support.

Educating City, County, State, and Federal representatives that it is in the best interest of everyone to join with our community in order to maintain this communication medium.

b. To pursue the purchase and/or the development of a studio in order to;

Become a self-sufficient and independent communications entity.

c. Continue to support efforts to obtain public and education channels through P.E.G. and a staff headed by Dr. Twin B. Brown, Elder Tyrone Johnson and others as needed to operate this studio.

d. Continue to support our efforts at having an opportunity for Elder Louis McDuffy to speak twice a month for half hour period or more to cities and communities through out the United States on issues most troubling and important as a community interest.

e. To secure financing to achieve the above goals.

18. Comcast support in helping us develop a studio with state of the art equipment operated by Dr. Twin B. Brown at a salary of \$60,000, Elder Tyrone Johnson, his assistant at a salary of \$45,000, and the other help that he may need. We will also need help in training the whole staff including the Board and Elder Louis McDuffy at a salary of \$50,000 who will be in charge of the nationwide programming. Mr. Harold Pritchett will receive a salary of \$20,000-25,000, work as a Consultant and continue as a researcher for the Board. Board members will receive \$2500.00 and the President of LAPA \$10,000.00 per year. All staff will

report directly to the Board of Directors chosen from the community, LAPA, and the City. In the publication by Dr. Brown he explains some of the needs when he says:

“There is no history of public access or educational access television in the state of Delaware. Channel 22, operated by the city of Wilmington, is the only governmental access channel in the state. What is missing though is a dedicated education access channel. Some public schools are ready to televise. In fact, five schools in New Castle County are producing high quality programs; however, they are produced for in-house viewing only.

In reality, there is no history educational access television in the state of Delaware. In fact, no local cable operators are required give access to Delaware’s education institutions or the residents of our state. Nevertheless, the current franchise agreement requires that cable operators in Delaware provide this complementary service to Delaware citizens.

The second missing item is a public access television channel that is available to all Delawareans. Such a medium will provide a vital tool for preserving a democratic process that everyone to give his/her input. Delawareans from all walks of life---young, poor, affluent, urban, rural---should be able to use public access television.

Today, through community television around the country, thousands of community groups and over one million individuals produce more than 20,000 hours of new local programming each week – more than all programs produced by NBC, CBS, ABC, FOX, and PBS combined. However, none of these channels or their production facilities are open for use by the general public or the school systems in New Castle County, Delaware. Consequently, children, senior citizens, community groups, neighborhood associations, religious organizations, schools and nonprofit corporations have it necessary to create their own local, original television programs for their communities.

Community Communications Corporation (CCC), under the leadership of Rev. Dr. Benjamin “Twin B” Brown, has been a leader in leased access cablecasting in New Castle County and Wilmington, DE since the 1970’s (see Appendix 2 for an overview of CCC). Where religious programming constituted almost half of the programming on the leased access TV channel, churches and other religious organizations often represented the single, largest group of users of community-based media resources. Leased access television has been a valuable addition to the local media scene.

Nonprofit organizations are another important group of TV cable users. Such organizations have come realize that effective use of communication technology, especially cable television, is more powerful than commercial television in educating the community about public matters. In addition, cable TV provides an economically efficient way for nonprofit organizations to side step the exorbitant costs associated with commercial television.”

We insist that at minimum Comcast give us the maximum amount of free time normally accredited to a city the size of Wilmington. This will allow numerous community groups such as the Peace Keepers, and Elder Louis McDuffy, who routinely work to remove violence from the streets to have free time allotted on the PEG channels.

Because of the trauma with this attempt to throw producers off the air we also need a guarantee that Comcast or the City will not try this again, and we therefore insist upon audit authority with assigned penalties for violation of live local origination customer standards and franchise breach of contract. Comcast must pay for an expert whom we will hire to investigate, audit, and write a report on the franchise agreement contract from its inception until the present. This expert will report on such things as what went wrong with the enforcement of the last contract.

Comcast and the city must be transparent in their dealings around the franchise agreement and contract because:

- a. LAPA insists that no additional monies brought into the cities for P.E.G. be given to the City.
- b. The City's use of the government money under P.E.G. accomplished very little in comparison to the amount accomplished by the lease access producers programs.
- c. In the full interest of fairness some of the benefits and opportunities afforded the city over all these years must help to defray the cost along with part of the Comcast 20 million dollar pay out.

19. Comcast must give in support of African American programming 2.5 million dollars to LAPA for the studio and staff and other services necessary to carry out the plans as listed above and make up for a contract breached and violated by Comcast and possible some city officials for almost its entire existence over many years.

20. A Board of Directors from LAPA and the community must be appointed to supervise the way the money and projects are executed.

21. We listed the guidelines for renewing a license so that we could evaluate the annual report filed by Comcast, what is really going on in Wilmington and how they have made a mockery of FCC rules and regulations to the point where their license must be revoked.

22. As we prepare this document we are reminded of the duct tape brought in by Dr Twin Brown for weeks at a time. He loans Comcast officials rolls of tape so that they can get his morning program started by taping equipment. These practices and habits indulged in by Comcast are played out on Channel 28 for all to see.

23. Some officials admit that they watch our shows, and yet refuse to call the station and have the equipment repaired. They even have copies of every show and yet this mockery and disrespect of the community and the FCC rules and regulation is a regular side show.

24. The fact that Comcast does not treat other communities with such open and blatant disrespect, flaunting the mergers and not worrying about the Congress is a National Disgrace and the Comcast license must be revoked. A merger with NBC is unthinkable.

This SUGGESTED MERGER between Comcast and NBC is against Public interest and we respectfully ask for an opportunity to testify before the FCC and Congress. This has been voted on by the community and it is the interest and voice of the people.